



VANDERBILT UNIVERSITY

FOOTBALL GAME CONTRACT (NON-CONFERENCE)

This AGREEMENT is made and entered into this **1st day of July, 2013**, in the city of **Nashville**, state of **Tennessee**, by and between **VANDERBILT UNIVERSITY** (hereinafter designated as the **HOME TEAM**) and **OLD DOMINION UNIVERSITY** (hereinafter designated as the **VISITING TEAM**).

WITNESS that:

1. The said parties mutually agree to cause their respective varsity teams to meet in the city of **Nashville**, in the state of **Tennessee**, on **November 1, 2014**, and then and there engage in a game of football at a time to be decided and announced by the **HOME TEAM** at least 2 weeks prior to said date.
2. The eligibility of all players to participate in the game shall be governed by the rules and regulations of the **SOUTHEASTERN CONFERENCE**, the **NCAA** and of **CONFERENCE USA**, each team subscribing to the rules and regulations of its own conference.
3. Ticket prices shall be set by the **HOME TEAM**.
4. The **HOME TEAM** agrees to pay the **VISITING TEAM**, as full and complete compensation, the amount defined in option A below.
 - A. The fixed sum of **\$900,000 + \$100,000** toward invoiced **Travel Expenses to/from Nashville for said competition**.
 - B. N/A per cent of the net receipts from ticket sales with net receipts being defined in option N/A below.
 - (1) The total receipts from ticket sales less all federal, state and local taxes, stadium rental (if any), advertising, ticket printing, officials fees and expenses, gatemen, ticket sellers, ushers, police, game audit and such other expenses as may be necessary for the proper operation of the game.
 - (2) The total receipts from ticket sales less all federal, state and local taxes and N/A per cent of the remainder for all other game expenses except the fees and expenses of the officials which are also a game expense.
5. If the amount due under Article 4 is **other than a fixed amount**, the **HOME TEAM** shall furnish the **VISITING TEAM** with a game report audited by a Certified Public Accountant. Complete settlement shall be made within N/A days following date of the game. The report shall be based on the following:
 - A. The **HOME TEAM** shall be provided with N/A complimentary tickets and the **VISITING TEAM** N/A complimentary tickets. Such tickets are not to be included in the percentage of net receipts to be paid under paragraph 4 B. Each team shall pay such taxes as may be required on said tickets if any. Any complimentary tickets provided at the discretion of the **HOME TEAM** in excess of the above stated allowances shall be included in the game report at the regular price.

- B. Tickets sold to the students of the **HOME TEAM** shall be included in the game report at \$ N/A each. The **VISITING TEAM** shall account for tickets sold to its students at \$ N/A each. If said tickets are sold at less than the regular price, they shall be stamped "**STUDENT**" and the holders thereof required to show student books or identification cards at the gate. The number of tickets sold at such reduced price shall not exceed N/A.
- C. Tickets sold to the faculty and/or employees of the **HOME TEAM** shall be included in the game report at \$ N/A each. The **VISITING TEAM** shall account for tickets sold to its faculty and/or employees at the price printed thereon.
- D. No tickets shall be accounted for at less than the price printed thereon except as provided in Article 5 A., B. and C.
- E. All game workers shall be admitted free of charge and such admissions shall not be regarded as complimentary under Article 5 A. and shall not be included in the game report. Game workers shall be defined as those who have a specific and necessary duty to perform at the game and who do not occupy saleable seats.
6. The cheerleaders and mascot of each team shall be admitted free of charge provided they are in uniform and their attendance shall not be included in the game report, unless otherwise agreed upon by both institutions.
7. The **VISITING TEAM** shall be allotted tickets **2,000** for sale to its followers, and **300** complimentary tickets. All unsold tickets should be returned to the **HOME TEAM** at least two weeks prior to the game.
8. The radio broadcast of the game shall be the property of both participating teams. The rights of each team are as follows:

The **HOME TEAM** shall provide space for one free broadcast outlet for the purpose of exclusive broadcast on the established radio network of the **VISITING TEAM** only, receipts from which shall belong to the **VISITING TEAM**. All other broadcast rights and privileges and receipts therefrom shall belong exclusively to the **HOME TEAM**.

9. **VISITING TEAM** acknowledges and agrees that the Southeastern Conference ("SEC") owns and retains all television, pay per view, cable, internet and other rights to tape, broadcast, rebroadcast, and otherwise distribute, license, exhibit, sublicense, televise, transmit, or retransmit (collectively referred to herein as "Broadcast," with each person or entity effecting or facilitating the Broadcast being referred to as a "Broadcaster") the [Game] and any and all portions of the [Game] (including media interviews and pre and post game material and events) throughout the universe by any and all means, uses, and media now known or hereafter developed (including via local, regional or national cablecast or over-the-air transmission, and including by video or audio streaming or other transmittal of actual events or portions or summaries thereof via the internet) (collectively herein "Broadcast Rights"). If and to the extent **VISITING TEAM** has or will have any such Broadcast Rights, **VISITING TEAM** irrevocably assigns, conveys, and transfers all of such rights (including full ownership of all copyrights) to the SEC in perpetuity, and the SEC accepts such assignment, conveyance and transfer. (As used herein, "internet" means a global information network consisting of interconnected, but independent, computers including, but not limited to, the World Wide Web.)
- A. **VISITING TEAM** hereby grants each Broadcaster a license to use the trademarks and logos of **VISITING TEAM** and the names and likenesses of **VISITING TEAM'S** individual [Game] players, participants and coaches to promote and publicize the [Game] and the participating teams and institutions, provided that such trademarks, logos, names and likenesses must not be used by any Broadcaster as an endorsement of any product or service or in connection with any political cause or candidate, or in any manner prohibited by applicable NCAA rules and regulations. **VISITING TEAM** warrants to **HOME TEAM** that **VISITING TEAM** has obtained the right to license the use of the names and likenesses of individual [Game] players, participants, and coaches for the purposes set forth in this paragraph.

- B. **HOME TEAM** agrees to provide reasonable press box facilities for the origination of program described herein.
- C. All programs produced as a result of this Article, shall be governed by intercollegiate conference rules. To the extent that permission and/or approval of either or both schools is required by said rules or regulations for the origination and presentation of programs provided for herein, both schools do hereby agree that such permission shall not be unreasonably withheld.
- D. It is further agreed that: The **VISITING TEAM** shall be allotted a maximum of forty (40) sideline passes for the use of coaches, trainers, and working personnel only. Sideline passes must be worn by all personnel with the exception of varsity players in uniform. All **VISITING TEAM** sideline passes will be restricted to the **VISITING TEAM** area (between the 30-yd. lines).
10. It is agreed by both parties that in the event of a breach by either party, actual damages would be of an uncertain amount and, in view of that fact, the breaching party shall pay the non-breaching party \$ 600,000 as reasonable and contemplated liquidated damages.
11. Officials for the game shall be assigned by **CONFERENCE USA**.
12. In the event of fire, flood, hurricane, tornado, earthquake, war, invasion, hostilities, rebellion, insurrection, confiscation by order of the government, military of public authority or prohibitory or governmental authority, including that of the Southeastern Conference or the National Collegiate Athletic Association, making it impossible or impractical to play the game, both parties shall be relieved of any and all obligations of this agreement.
13. If terms of this contract are not fully executed by way of signature of Athletics Director or Designee by July 22, 2013, this contract shall be considered null and void.


Vice Chancellor & Director of Athletics
VANDERBILT UNIVERSITY


Director of Athletics
OLD DOMINION UNIVERSITY

Approved as to form and legal sufficiency

By: 
Office of University Counsel